

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAA Southern New England		10/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AAA Northeast		
Street Address:	110 Royal Little Drive		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02904		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4399882	MEMBERSHIP HAS ITS PRIVILEGES	
Registration Number:	4500507	CURATORS OF THE FINEST FINANCIAL PRODUCT	
Registration Number:	4504106	IF YOU'VE GOT THE TIME...WE'VE GOT THE P	
Registration Number:	3816448	LICENSE TO SAVE	
Registration Number:	4305695	MEMBERSHIP HAS ITS PRIVILEGES	
Registration Number:	4409679	MEMBERSHIP HAS ITS PRIVILEGES, NOW MORE	
CORRESPONDENCE DATA			
Fax Number:	4014550701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	401-455-0700		
Email:	trademarks@duffysweeney.com		
Correspondent Name:	Roger W. Hood		
Address Line 1:	One Financial Plaza		
Address Line 2:	Suite 1800		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	000890.0001		
NAME OF SUBMITTER:	Roger W. Hood		
SIGNATURE:	/Roger W. Hood/		
DATE SIGNED:	10/03/2014		

CH \$165.00 4399882

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "**Agreement**") dated as of October 3, 2014, from **AAA Southern New England**, a Delaware Corporation ("**Assignor**") to **AAA Northeast**, a Delaware Corporation ("**Assignee**").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.

And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.

ASSIGNEE:

AAA NORTHEAST

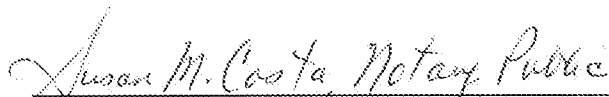
By: 

Name: Mark A. Shaw

Title: President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 3rd day of October, 2014, before me, the undersigned notary public, personally appeared Mark A. Shaw, of AAA Northeast, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mark A. Shaw, President of AAA Northeast.


Notary Public: SUSAN M. COSTA

My Commission Expires: My Commission Expires 6/27/17

[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

ASSIGNOR:

AAA SOUTHERN NEW ENGLAND

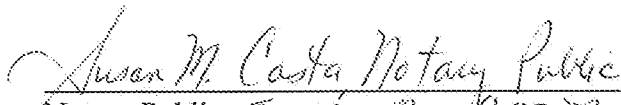
By: 

Name: Mark A. Shaw

Title: President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 3rd day of October, 2014, before me, the undersigned notary public, personally appeared Mark A. Shaw, of AAA Southern New England, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mark A. Shaw, President of AAA Southern New England.


Notary Public: Susan M. Costa

My Commission Expires:

My Commission Expires 6/27/17

[Trademark Assignment Signature Page — Assignor]

EXHIBIT A

TRADEMARK	TM FILING OFFICE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
AAA Massachusetts	MA	54610	7/25/97	Registered
AAA Rhode Island	RI	19970711	7/23/97	Registered
AAA SNE	RI	201101001	1/4/11	Registered
AAA Travel Marketplace	MA	65192	12/31/04	Registered
AAA Travel Marketplace	RI	20041211	12/31/04	Registered
AAA's Car Doctor	MA	68374	4/2/07	Registered
AAA's Car Doctor	RI	200704001	4/2/07	Registered
Car Doctor	MA	68375	4/2/07	Registered
Car Doctor	RI	200704002	4/2/07	Registered
Curators of the Finest Financial Products	USPTO	4500507	9/10/13	Registered
I Banc at AAA.com	MA	59009	6/14/00	Registered
I Banc at AAA.com	RI	20000608	6/13/00	Registered
I Banc at AAANE.com	MA	59007	6/14/00	Registered
I Banc at AAANE.com	RI	20000607	6/13/00	Registered
I Banc at AAASNE.com	MA	59006	6/14/00	Registered
I Banc at AAASNE.com	RI	20000606	6/13/00	Registered
If You've Got the Time... We've Got the Places	USPTO	4504106	4/1/14	Registered
License to Save	USPTO	3816448	7/13/10	Registered
Membership Has Its Privileges	USPTO	4399882	9/10/13	Registered
Membership Has Its Privileges	USPTO	4305695	3/19/13	Registered
Membership Has Its Privileges, Now More Than Ever	USPTO	4409679	10/1/13	Registered
Member Select Vacations	MA	65191	12/31/04	Registered
Member Select Vacations	RI	20041213	12/3/04	Registered
Triple A Car Doctor	MA	68373	4/2/07	Registered
Triple A Car Doctor	RI	200704004	4/2/07	Registered
Your Friends in the Business	MA	65190	12/31/04	Registered
Your Friends in the Business	RI	20041212	12/31/04	Registered

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